



COMMUNITY
SERVICES
RESOURCE
CORPORATION

A Non-Profit Public Benefit-Corporation Sponsored by the Los Angeles Board of Supervisors



Board of Directors

Rose Marie Busciglio

Fernando Del Rio

Ray Johnson

Honorary Member

Nelkane Benton

November 6, 2007

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**COMMUNITY SERVICES RESOURCE CORPORATION:
APPROVE ACCEPTANCE AND DISBURSEMENT OF GRANT FUNDS
(ALL SUPERVISORIAL DISTRICTS) (3-VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and concur with the Community Services Resource Corporation (CSRC) Board of Directors' acceptance of grants of \$70,000 from Kaiser Permanente Southern California and United HealthCare Workers Joint Labor Fund and \$25,000 from California Community Foundation.
2. Approve using these funds to reimburse Community and Senior Services (CSS) for expenses related to the 60+ Senior Needs Assessment Survey.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The CSRC is a non-profit, public-benefit corporation created by the Board on July 1, 1983, to receive donations and grants to support programs that maintain the delivery of social services through solicitation of funds, goods, services and any kind of education within the meaning of Section 501 (c) (3) of the United States Internal Revenue Code. The purpose of the 60+ Senior Needs Assessment Survey is to understand unmet needs of seniors living in Los Angeles County. Subject to your Board's approval, the funds will be given to CSS for expenses incurred to develop and distribute the 60+ Senior Needs Assessment Survey.

FISCAL IMPACT/FINANCING

These actions will not require expenditure of County General Funds. A budget adjustment is not necessary as CSS has sufficient appropriation within its budget.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

Approval of the recommended actions will further County Strategic Plan Goal 1, Service Excellence, and allow CSS to provide the best possible services to its client base.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In February 2007, Kaiser Permanente Southern California and United HealthCare Workers Joint Labor Fund agreed to donate \$70,000 to cover some of the costs for the 60+ Senior Needs Assessment Survey. In October 2007, California Community Foundation agreed to donate \$25,000 to cover additional costs for the 60+ Senior Needs Assessment Survey. The CSRC Bylaws require concurrence of the Board of Supervisors on all expenditures over \$5,000. The Kaiser agreement (attached) that CSRC had to sign before receiving the grant funds has some restrictions on the use of the funds, permits Kaiser to have access to CSRC records, and permits Kaiser to conduct audits of CSRC.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommended action will permit the CSRC Board of Directors to continue to achieve its duties and mission in collaboration with the County.

Respectfully Submitted,



Cynthia D. Banks
Executive Director

CDB:OS:JG:AM

c: William T Fujioka
Raymond G. Fortner, Jr.
Sachi Hamai

Attachment: Kaiser Agreement

LETTER OF AGREEMENT
KAISER FOUNDATION HOSPITALS, SOUTHERN CALIFORNIA REGION
COMMUNITY BENEFIT CHARITABLE CONTRIBUTIONS PROGRAM

This Letter of Agreement (hereinafter "Agreement") Regarding Community Benefit Funds ("Memorandum"), dated as of the February 6, 2007 is entered into by and between **Kaiser Foundation Hospitals**, a California nonprofit, public benefit corporation (hereinafter "KFH") and Community Services Resource Corporation, [a California nonprofit, public benefit corporation, that is exempt from federal income tax under section 501 (c)(3) of the Internal Revenue Code or a charter city organized in the State of California and not subject to federal or state income tax]

This Agreement sets forth the understanding of the parties hereto as to the terms and conditions under which KFH shall donate funds in the amount of \$70,000.00 for a year funding period beginning December 15, 2006 through December 15, 2007. Such terms and conditions are as follows:

1. Tax Exemption Status: Grantee represents that at all times relevant herein, it is a California nonprofit public benefit corporation exempt from federal income taxes under section 501 (c)(3) of the Internal Revenue Code or [a charter city organized in the State of California and not subject to federal or state income tax].
2. Purpose of Grant. Grantee shall use entire Grant to support the specific goals, objectives, activities, and outcomes as stated in the Grantee's funding application and, for Grants greater than \$25,000, as submitted in the evaluation plan.
3. Expenditure of Funds. This Grant (together with any income earned upon investment of grant funds) is made for the purpose outlined in the Grantee's Evaluation Plan and may not be expended for any other purpose without KFH's prior written approval.
4. Prohibited Uses. In no event shall Grantee use any of the funds from this Grant to (a) support a political campaign, (b) support or attempt to influence any government legislation, except making available the results of non-partisan analysis, study or research, or (c) grant an award to another party or for any purpose other than one specified in Section 170(c)(2)(b) of the Internal Revenue Code of 1986 as amended.
5. Return of Funds. KFH reserves the right to discontinue, modify or withhold payments to be made under this Agreement or to require a total or partial return of any funds, including any unexpended funds under the following conditions:

(a) If KFH, in its sole discretion, determines that the Grantee has not performed in accordance with this Agreement or has failed to comply with any term or condition of this Agreement.

(b) If Grantee loses its status as an eligible Grantee under Paragraph 1 above.

(c) Any portion of the funds is not used for the approved purpose

(d) Such action is necessary to comply with the requirements of any law or regulation applicable to Grantee or to KFH or to this Grant.

5. Records, Audits and Site Visits. KFH is authorized to conduct audits, including on-site audits, at any time during the term of this Grant and within four years after completion of the Grant. Grantee shall allow KFH and its representatives, at its request, to have reasonable access during regular business hours to Grantee's files, records, accounts, personnel and client or other beneficiaries for the purpose of making such audits, verifications or program evaluations as KFH deems necessary or appropriate concerning this Grant. Grantee shall maintain accounting records sufficient to identify the Grant and to whom and for what purpose such funds are expended for at least four (4) years after the Grant has been expended.

6. No Assignment or Delegation. Grantee may not assign, or otherwise transfer, any rights or delegates any of Grantee's obligations under this Agreement without prior written approval from KFH.

7. Records and Reports. Grantee shall submit written progress report(s) to KFH, as follows:

(a) *For Grants \$25,000 and below:* Grantee shall submit one written final progress report within 45 calendar days after completion of the grant period, using the report format provided by KFH.

(b) *For Grants over \$25,000:* Grantee shall submit written progress reports within 45 calendar days of each six-month period following the grant award, and a final progress report within 45 calendar days after completion of the grant period, using the report format provided by KFH.

Grantee shall be primarily responsible for the content of the evaluation report. If KFH determines IRB approval is necessary, as part of the evaluation process, Grantee shall follow KFH IRB approval processes and procedures.

8. Required Notification. Grantee is required to provide KFH with immediate written notification of any change in Grantee's tax exempt status or when Grantee is unable to expend the grant funds for the approved purposes described in the Evaluation Plan.

9. Identification of KFH. Grantee shall identify KFH as a supporting organization in all published material relating to the subject matter of this Grant. Whenever possible and appropriate, Grantee shall publicly acknowledge KFH for this Grant.

10. Equal Employment Opportunity. Grantee agrees to comply with and be bound by the nondiscrimination and affirmative action clauses contained in: Executive Order 11246, as amended, relative to equal opportunity for all persons without regard to race, color, religion, sex or national origin; the Vocational Rehabilitation Act of 1973, as amended, relative to the employment of qualified handicapped individuals without discrimination based upon their physical or mental handicaps; the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended, relative to the employment of disabled veterans and veterans of the Vietnam Era, and the implementing rules and regulations prescribed by the Secretary of Labor in Title 41, Part 60 of the Code of Federal Regulations (CFR).


11. Immigration Act Requirements. Grantee shall comply during the term of this Agreement with the provisions of the Immigration Reform and Control Act of 1986 and any regulations promulgated thereunder. Grantee hereby certifies that it has obtained a properly completed Employment Eligibility Certificate (INS Form I-9) for each worker performing services related to the program described in the Evaluation Plan.

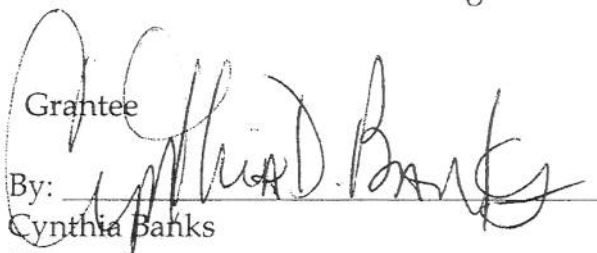
12. Licensing and Credentials. Grantee agrees to maintain, in full force and effect, all required governmental or professional licenses and credentials for itself, its facilities and for its employees and all other persons engaged in work in conjunction with this Grant.

13. Payment of Grant. First payment by KFH will be contingent upon a signed Agreement between KFH and Grantee. Subsequent payments (if any) are contingent upon compliance with this Agreement, including timely receipt of reports as outlined in Paragraph 7 above.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Kaiser Foundation Hospitals

By: 
Angela Coron
Director, Community Benefit

Grantee
By: 
Cynthia Banks
Director
Community Services Resource Corporation